

EXHIBIT "A"

UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: : CHAPTER 13
: :
DENNIS E. NORD and : NO. 21-10004 AMC
DINA NORD :

ORDER

AND NOW, this day of , 2021, upon consideration of the Stipulation Between Siena Place Community Association and Debtors in Lieu of Objections to Amended Chapter 13 Plan (the "Stipulation"),

IT IS ORDERED:

1. The Stipulation is APPROVED.
2. The parties are authorized to perform all acts required by the Stipulation.

BY THE COURT:



Date: July 22, 2021

Ashely M. Chan, Bankruptcy Judge

Copies to:

Steven L. Sugarman, Esquire
Elliot H. Berton, Esquire
STEVEN L. SUGARMAN & ASSOCIATES
1273 Lancaster Avenue
Berwyn, PA 19312

William C. Miller, Esquire,
Chapter 13 Trustee
P.O. Box 1229
Philadelphia, PA 19105

Michael A. Cataldo, Esquire
Cibik & Cataldo P.C.
1500 Walnut Street, Suite 900
Philadelphia, PA 19102

Dennis E. Nord
Dina Nord
2323 Roma Drive
Philadelphia, PA 19145

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE:	:	CHAPTER 13
	:	
DENNIS E. NORD and DINA NORD	:	NO. 21-10004 AMC

**STIPULATION BETWEEN SIENA PLACE COMMUNITY ASSOCIATION
AND DEBTORS IN LIEU OF OBJECTIONS TO AMENDED CHAPTER 13 PLAN**

COMES NOW, the Debtors, Dennis E. Nord and Dina Nord (collectively, the "Nords") and Siena Place Community Association (the "Association"), by and through their respective attorneys, and by way of Stipulation in Lieu of Objections to the Amended Chapter 13 Plan filed by the Debtors, states as follows:

A. The Association is a community association operating and existing pursuant to a recorded Declaration and applicable law, consisting of the owners of residential units within a planned unit development located in Philadelphia County, Pennsylvania commonly known as Siena Place.

B. Dina Nord is the owner of a unit within Siena Place known as and located at 2323 Roma Drive, Philadelphia, Pennsylvania 19145 (the "Unit").

C. Each owner of a unit within Siena Place is obligated to remit monthly common expense assessments to the Association, as well as any duly imposed special assessments, fines, as well as late charges and interest for any payment which is not timely received, and reasonable attorney's fees incurred by the Association to recover delinquent assessments (collectively, the "Assessments").

D. Pursuant to the recorded Declaration and Section 5315 of the Uniform Planned Community Act, 68 Pa. C.S. §5315, the Association holds a lien against the Unit for all unpaid Assessments.

E. Because Dina Nord failed to remit Assessments when due, on August 11, 2020, the Association initiated proceedings in the Court of Common Pleas of Philadelphia County at Case No. 200800931, and on October 20, 2020, secured a Judgment against Dina Nord in the amount of \$8,257.77 (the "Judgment"). The Judgment serves as an additional lien against the Unit.

F. The Debtors filed a voluntary Petition under Chapter 13 of the Bankruptcy Code, 11 U.S.C. §101, *et seq.* (the "Code"), on January 4, 2021.

G. The Association filed a secured Proof of Claim on March 6, 2021.

H. On July 6, 2021, the Debtors filed an Amended Chapter 13 Plan which, *inter alia*, did not provide for resolution of the Association's secured claim against the Unit.

I. The parties hereto desire to avoid the costs and expense of litigating objections to the Chapter 13 Plan and to provide for the orderly resolution of the Association's secured claims against the Unit.

NOW THEREFORE, intending to be legally bound hereby, the parties hereto Stipulate and Agree as follows:

1. The Debtors shall remit timely payment of all post-petition Assessments to the Association, including the common expense assessments which are presently accruing at the rate of \$140.00 per month. The Debtors acknowledge that the common expense assessment is subject to adjustment and additional Assessments may accrue from time to time. The Debtors shall pay any such post-Petition Assessments in a timely manner.

2. In addition to the payments required by paragraph 1 hereof, each month the Debtors shall simultaneously remit the sum of \$250.00 to the Association for application to the Association's secured claim. As a consequence, the Debtors' initial monthly payments to the Association shall be in the amount of \$390.00. The Debtors shall continue to remit the additional sum of \$250.00 per month to the Association until the Association's secured claim against the Unit has been fully paid and the assessment account reflects a zero balance.

3. Promptly after this Stipulation has been approved by the Court, the Association shall withdraw the Proof of Claim filed on March 6, 2021.

4. Notwithstanding anything in this Stipulation to the contrary, in the event that the Debtors sell or refinance the Unit, all sums then due to the Association shall be fully paid from the proceeds of said transaction.

5. The Debtors shall maintain insurance on the Unit in types and amounts sufficient to protect the Association's secured claim. In addition, the Debtors shall adhere to and comply with their obligations pursuant to any proposed or confirmed Chapter 13 Plan.

6. In the event the Debtors fail to comply with any provision of this Stipulation for a period of ten (10) days after the date of written notice transmitted to the Unit via first class mail, with a copy to Michael K. Cataldo, Esquire, via electronic mail at mcataldo@ccpclaw.com, the Association may file a Certification of Counsel of Default and seek an order granting the Association relief from the automatic stay with respect to the Unit and to enforce its rights under Section 523(a)(16) of the Code.

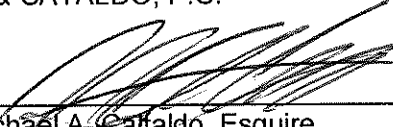
7. This Stipulation may be executed in counterparts and via electronic transmission, each of which, when assembled and attached hereto, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the undersigned counsel, being duly authorized to do so, have executed this Stipulation on behalf of their respective clients.

STEVEN L. SUGARMAN & ASSOCIATES

CIBIK & CATALDO, P.C.

By: /s/ Elliot H. Berton, Esquire
Steven L. Sugarman, Esquire
Elliot H. Berton, Esquire
Attorneys for Creditor,
Siena Place Community Association

By: 
Michael A. Cataldo, Esquire
Attorneys for Debtors,
Dennis E. Nord and Dina Nord

WITHOUT OBJECTION, AND WITH RESERVATION OF ALL RIGHTS.

William C. Miller, Esquire, Trustee

By: /S/ Jack Miller